

# EXHIBIT A

SERVED:  
Date/Time: 2-20-21 1:09pm  
Server: E. Kusinski

Michael D. Mayfield (8237)  
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*Attorneys for ARUP Laboratories, Inc.*

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IN THE THIRD JUDICIAL DISTRICT COURT  
SALT LAKE COUNTY, STATE OF UTAH

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<p>ARUP LABORATORIES, INC., a Utah corporation,</p> <p>Plaintiff,</p> <p>v.</p> <p>PACIFIC MEDICAL LABORATORY, INC., a California corporation,</p> <p>Defendant.</p>	<p><b>VERIFIED COMPLAINT</b></p> <p>Case No. 200901303</p> <p>Judge Kara Pettit</p> <p>Tier 2</p>
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Plaintiff ARUP Laboratories, Inc., by and through its counsel of record, Ray Quinney & Nebeker P.C., complains against defendant Pacific Medical Laboratory, Inc., for claims of relief and alleges as follows:

## **PARTIES AND JURISDICTION**

1. Plaintiff ARUP Laboratories, Inc. (“**ARUP**”) is a Utah corporation whose principal place of business is Salt Lake County, State of Utah.
2. Defendant Pacific Medical Laboratory, Inc. (“**Pacific Medical**”) is a California corporation with its principal place of business in Irvine, California.
3. This Court has jurisdiction over this matter pursuant to Utah Code Ann. § 78A-5-102 and § 78B-3-201 *et seq.* As set forth below, Pacific Medical transacted business in the State of Utah pursuant to the Utah Long-Arm Statute, Utah Code § 78B-3-201 *et seq.*
4. Venue is proper in this Court pursuant to Utah Code Ann. § 78B-3-304 (2). The contracts and agreements identified below were to be performed in Salt Lake County, Utah, some or all of the Services provided by ARUP were completed in Salt Lake County, Utah, and the invoices identified below, which are the subject of this lawsuit, were to be paid in Salt Lake County, Utah.

## **FIRST CLAIM FOR RELIEF** (Breach of Agreement)

5. ARUP incorporates by reference all previous paragraphs of this Complaint herein.
6. ARUP and Pacific Medical entered into a Reference Laboratory Services Agreement effective April 1, 2014 (the “**Agreement**”) wherein ARUP agreed to provide laboratory services (“**Services**”) to Pacific Medical under the terms and conditions set forth in the Agreement.

7. Pursuant to the Agreement, ARUP provided Services to Pacific Medical as set forth in various invoices identified below:

<b>Date</b>	<b>Invoice No.</b>	<b>Original Amount</b>
11/01/2019	50939869	\$62,538.47
12/01/2019	50944787	\$51,629.63
01/01/2020	50949669	\$56,854.13

8. ARUP has provided additional Services to Pacific Medical under the Agreement that are not reflected in the three invoices identified in Paragraph 7 above, but which are reflected in Invoice 5095460, dated February 1, 2020, for which ARUP is also owed \$8,988.34. The invoices identified in paragraph 7-8 herein are referred to collectively as the “Invoices.”

9. Pursuant to the Agreement and the terms of the Invoices, all Invoices are due in full upon receipt and must be paid within thirty (30) days of the invoice date. ARUP is entitled to charge interest at the rate of 18% per annum for any amounts not paid on time.

10. Pacific Medical has wrongfully failed, and continues to fail, to pay in full for the Services, thereby defaulting on its obligations under the Agreement.

11. ARUP has fully performed its obligations under the Agreement to Pacific Medical.

12. Although demand has been made on Pacific Medical, the above-stated amounts for said Services remains unpaid, and is due and payable to ARUP from Pacific Medical.

13. Pursuant to the terms of the Agreement and the Invoices, ARUP is entitled to recover its costs, including reasonable attorneys fees and costs incurred by ARUP in enforcing

and collecting the money owed by Pacific Medical. Because of the actions and omissions of Pacific Medical, as set forth in the proceeding paragraphs of this Complaint, ARUP has been compelled to employ the attorneys appearing on its behalf to enforce the rights and to collect the sums owing to ARUP under the Agreement.

14. Pacific Medical is liable to ARUP in the sum of \$180,010.57, plus attorneys fees and costs, and interest at the Agreement rate of 18% from the date of each Invoice, which amounts are rightfully due to ARUP under the terms of the Agreement.

**SECOND CLAIM FOR RELIEF**  
(Claim on Account/ Services Provided)

15. ARUP incorporates by reference all previous paragraphs of this Complaint herein.

16. In the alternative, Pacific Medical owes ARUP \$180,010.57, plus interest at the legal rate of 10% per annum, plus attorneys fees and costs, on an account for Services provided by ARUP to Pacific Medical.

17. Although demand has been made on Pacific Medical, the above-stated amount of said accounts remains unpaid, and the amount thereof is due and payable to ARUP from Pacific Medical.

**THIRD CLAIM FOR RELIEF**  
(Unjust Enrichment)

18. ARUP incorporates by reference all previous paragraphs of this Complaint herein.

19. In the alternative, Pacific Medical received the Services from ARUP, and knew about and appreciated the Services when they were received. The Services benefitted Pacific Medical.

20. Pacific Medical knew and understood that it would need to pay for the Services.

21. Pacific Medical agreed to pay ARUP for the Services received from ARUP.

22. Pacific Medical has been unjustly enriched in that ARUP provided the Services and Pacific Medical has failed to pay ARUP for the Services.

23. The principles of justice, equity and good conscience dictate that Pacific Medical pay what it owes to ARUP in the amount of \$180,010.57, plus interest at the legal rate of 10% per annum, plus attorneys fees and costs.

24. Although demand has been made on Pacific Medical, the above-stated amount for said Services remains unpaid, and is due and payable to ARUP from Pacific Medical.

#### **PRAYER FOR RELIEF**

WHEREFORE, plaintiff ARUP prays the Court for judgment against Pacific Medical as follows:

1. Pursuant to ARUP's First Claim for Relief, for a money judgment against Pacific Medical in the amount \$180,010.57, plus pre- and post-judgment interest at the Agreement rate of 18% per annum from the date of each Invoice, plus attorneys fees and costs.

2. Pursuant to ARUP's Second Claim for Relief, for a money judgment against Pacific Medical in the amount of \$180,010.57, plus pre- and post-judgment interest at the legal rate of interest of 10% per annum.

3. Pursuant to ARUP's Third Claim for Relief, for a money judgment against Pacific Medical in the amount \$180,010.57, plus pre-and post-judgment interest at the legal rate of interest of 10% per annum.

4. For such other legal and equitable relief as the Court deems just and appropriate in the premises.

DATED this 14<sup>th</sup> day of February, 2020.

RAY QUINNEY & NEBEKER P.C.

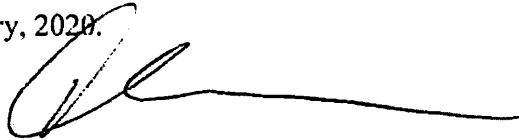
/s/ Michael D. Mayfield  
Michael D. Mayfield  
*Attorneys for Plaintiff ARUP Laboratories, Inc.*

Plaintiff's Address:  
ARUP Laboratories, Inc.  
c/o Ray Quinney & Nebeker, P.C.  
36 South State Street, Suite 1400  
Salt Lake City, Utah 84111

**VERIFICATION**

Clara R. Murphy, under penalty of perjury, declares and states that she is an authorized representative of ARUP Laboratories, Inc., the plaintiff in the above-entitled action, that she has read the foregoing Verified Complaint and understands the allegations thereof, and that the allegations contained therein are true and correct to the best of her knowledge, information and belief.

DATED this 14 day of February, 2020.

A handwritten signature in black ink, appearing to be 'Clara R. Murphy', written over a horizontal line.

Clara R. Murphy as Authorized Representative  
ARUP Laboratories, Inc.

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